

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

DODORA UNIFIED COMMUNICATIONS,
INC.,

Plaintiff,

v.

DIRECT INFORMATION PVT. LTD. and
ANSWERABLE, INC.,

Defendants.

Civil Action No.
05-10016-NMG

**OPPOSITION TO MOTION FOR RECONSIDERATION OF ORDER GRANTING
DEFENDANT'S MOTION IN LIMINE RE: CERTAIN CONTRACT ISSUES**

Dodora has presented no cognizable argument why the Court should reconsider and reverse its correct decision that Dodora may not at trial challenge the validity of the contracts into which Directi and the receiver entered. On that basis alone, Dodora's motion for reconsideration should be denied. The fact that Dodora did not timely file an opposition alone warranted denial of the motion. The fact that the Court allowed Dodora an opportunity to file an opposition late was a way to give Dodora some opportunity to make a convincing argument why the motion should not be granted. Dodora's arguments were unpersuasive, and the Court correctly granted Directi's motion.¹

The Court has copies of the contracts themselves; they are attached to Dodora's own complaint. Directi accurately quoted the language on which Dodora relies. Moreover, the

¹ The arguments presented in this opposition, Directi believes, ought to be unnecessary to the denial of Dodora's motion for reconsideration. However, Directi had prepared them to reply to most of the specific points that Dodora had raised in its opposition to Directi's original motion in limine. Directi submits these arguments and evidence now in opposition to the motion for reconsideration and in further support of the original motion and so that the record is more complete on these issues.

deposition excerpt is from the testimony of Ronald Garraud, Dodora's principal (and only employee), which Dodora's lawyer obviously knows. (*See* Exh. 1 hereto.)

The "document purporting to be from the Texas court" was authenticated by: (a) Dodora's allegations concerning the same document in paragraph 24 of its complaint; (b) Dodora's inclusion of the same document as Exh. D to its complaint; (c) Mr. Garraud's deposition testimony (Exh. 1, pp. 306-08); (d) Mr. Bernstein's deposition testimony (Exh. 2, pp. 42-44);² (e) Dodora's failure to object to this document as listed on Directi's original and amended trial exhibit lists (both filed with Court, item 15 in each); and (f), under F.R.C.P. 36, Dodora's failure to respond or to object to Directi's request to admit number 2 that a "true and correct copy of the complaint and the docket sheet in the Compana case are attached hereto." (Exh. 3.)

The question also is not whether the quoted contract language is or is not ambiguous. The quoted language simply does not, under any interpretation, lead to the result that Dodora wants. Dodora's major premise therefore is false. And both Mr. Turakhia of Directi and Mr. Bernstein – the only contracting parties – have testified that the language was not intended to have the effect Dodora argues. (Exh. 2, Bernstein pp. 33-34; Affidavit of Bhavin Turakhia in opposition to motion for preliminary injunction (filed Jan. 20, 2005) ¶8.) Accordingly, if there is any ambiguity, all the parol evidence supports the validity of the agreements.

Dodora is so wrong in suggesting that the receiver did not ever formally seek approval of the contracts that it either has not reviewed the Texas case file or is trying to mislead the Court. Why else would Dodora have felt it was necessary to include, in the agreed order closing the

² Mr. Bernstein's deposition was taken after the filing date for motions in limine. Directi has included relevant pages.

receivership, any reference to exactly that motion? Mr. Bernstein did so request, as the docket sheet and his testimony make clear:

- A. “Ron started complaining that the contracts were not valid because of the subject-to provisions. And so I felt like if he was going to make an issue of it I’d go to court and get the contracts confirmed. There wasn’t any problem with it.
- Q. Did the court actually decide that motion ever on a substantive basis as you say?
- A. No, it never came up.” (Bernstein (Exh. 2) p. 35, *see also*, docket sheet, contained in Exh. 3.)

The contracts are valid on their face and have been affirmed by the only parties to the contract in sworn testimony. It is Dodora’s burden to prove they are invalid. Dodora simply failed to do so and cannot do so. The very order that Dodora’s lawyers drafted, and to which Dodora agreed, makes clear that the Texas court did not decide the contracts were invalid or beyond the receiver’s authority.

In fact, the Texas court entered an order, in January 2004, appointing Mr. Bernstein the receiver “with the power and authority to take possession of all non-exempt property, real and personal, of Defendant [Dodora], including, but not limited to: . . . (6) all cash; . . . (8) causes of action or choses of action; (9) contract rights, whether present or future; and (10) accounts receivable; and that all such property shall be held in custodia legis of said receiver as of the date of this Order.” (Exh. 4, p. 2.) That order also expressly provided Mr. Bernstein with the “following rights, authority and powers with respect to the Defendant’s property; . . . (9) the right, power, and authority to hire any person or company necessary to accomplish any right or power under this Order.” (*Id.* p. 3. *See also*, Bernstein (Exh. 2) pp. 11-13.)

The Texas Court subsequently specifically found that Mr. Bernstein “is vested with possession and control of Dodora’s log-in credentials under its Registry-Registrar Agreement

with VeriSign.” (Exh. 5. *See also*, Bernstein (Exh. 2) pp. 20-22.) Mr. Bernstein then provided those credentials to Directi, after they signed the agreements. (Bernstein (Exh. 2) p. 34.) There is no basis to assume anything other than that if the court had decided the motion that Mr. Bernstein brought (which, according to the docket sheet, Dodora never even opposed), it would have approved the contracts.

It is impossible to read an order expressly ***approving*** “all actions” of the receiver “in all respects” as somehow not approving his actions in hiring Directi. Any ambiguity in this order, and it is hard to see how there could be any with that all-encompassing language, must be construed against Dodora, not Directi. Dodora helped draft and expressly agreed to the order; Directi had nothing whatsoever to do with it. The fact that the Texas court did not substantively address the receiver’s motion regarding the contracts is both indisputable and quite easily explained: it was not necessary, as the word “moot” makes clear. (Bernstein (Exh. 2) pp. 45-46.) That is quite different, though, than deciding substantively that the contracts should not be approved.

It would indeed be inequitable to invalidate two contracts under which Directi performed services for six months, based on the wording of an order that Dodora drafted and agreed to, but with respect to which Directi had no opportunity to object. Quite frankly, Dodora was trying, in December 2004, to orchestrate the false and misleading arguments it raises now against Directi, by convincing the receiver, after threats of a lawsuit against him, to agree to this language. Whether under quantum merit, equitable or other principles, Dodora’s position would work a grave injustice on Directi.

Respectfully submitted,

DIRECT INFORMATION PVT. LTD.,

By its attorneys,

s/Dustin F. Hecker

Dustin F. Hecker, Esq., BBO# 549171
Nancy J. Puleo, Esq., BBO 648457
POSTERNAK BLANKSTEIN & LUND LLP
The Prudential Tower
800 Boylston Street
Boston, MA 02199
(617-973-6100)

Dated: June 5, 2005

CERTIFICATE OF SERVICE

I, Dustin F. Hecker, hereby certify that on this 5th day of June, 2005, I caused a copy of the foregoing to be served pursuant to the Court's cm/ecf system and by electronic mail, to: David Baker, Esq., 105 Union Wharf, Boston, Massachusetts 02109.

s/Dustin F. Hecker

Dustin F. Hecker

Dodora Unified
VS.
Direct Information, et al.

Deposition of Ronald Garraud

Volume II

April 14, 2005
pp 205-329

JonesReporting
COMPANY

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Boston, MA 02109
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Exh. 1

Ronald Garraud

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1 involved?

2 A. Do they have any business to be there?

3 MR. BAKER: Just --

4 A. Probably no.

5 MR. BAKER: Don't be argumentative.

6 Answer yes or no if you can.

7 THE WITNESS: No.

8 Q. They were not involved.

9 MR. HECKER: Mark this as the next
10 exhibit, an agreed order closing receivership.

11 (Marked, Exhibit 21, agreed order
12 closing receivership.)

13 MR. HECKER: Exhibit 22 is an agreed
14 order of dismissal; Exhibit 23 is a release of
15 judgment lien; and Exhibit 24 is an agreed order of
16 dismissal.

17 (Marked, Exhibit 22, agreed order of
18 dismissal.)

19 (Marked, Exhibit 23, release of judgment
20 lien.)

21 (Marked, Exhibit 24, agreed order of
22 dismissal.)

23 Q. And tell me whether or not you recognize
24 these documents as documents that were prepared in

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1 connection with the settlement with Compana and Mr.
2 Bernstein.

3 A. Yes. I mean, that's what followed this, you
4 know, proposed settlement. They go and, you know,
5 rewrite it to language and then they propose it to
6 the court to sign.

7 Q. And so for a period of almost two weeks
8 Mr. Bernstein, your lawyers, and Compana's lawyers
9 were drafting documents which were going to be filed
10 in court to resolve the litigation in receivership?

11 A. Yes.

12 Q. And these constitute at least some of the
13 documents that were filed in court, correct?

14 A. Yeah. That's the one there.

15 Q. And these are documents your lawyers were
16 involved in drafting, right?

17 A. That's correct.

18 Q. Did you review them before they were filed in
19 court?

20 A. No, I don't think I reviewed them.

21 Q. But Dodora's lawyers were, in fact,
22 authorized to negotiate these and submit them to the
23 court, correct?

24 A. Yes, because we got the actual -- if I

Page 308

1 remember, yes, they discussed -- Randy and Nick
2 discussed the language of the order.

3 Q. You had lawyers in Massachusetts, being
4 Todd & Weld, and lawyers in Texas, being Mr. Shaffer
5 and his firm?

6 A. Working together.

7 Q. They were working together to prepare these
8 documents for you?

9 A. Yes.

10 Q. Look at whatever the exhibit is that is the
11 agreed order closing receivership. Is that 21?

12 A. Yes.

13 Q. Look at the third paragraph, which reads,
14 "Ordered: That all actions taken by the receiver
15 during the pendency of the receivership are approved
16 in all respects."

17 A. Yes.

18 Q. Is that language that your lawyers were
19 authorized to agree to on your behalf?

20 A. Yes.

21 Q. And Mr. Shaffer, the attorney for Dodora, did
22 sign this document, correct?

23 A. That's correct.

24 Q. And the second paragraph reads, "Ordered:

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1 That the receiver's motion to approve contracts is
2 hereby denied as moot."

3 A. That's correct.

4 Q. Is that, in fact, the same language that
5 appeared in Exhibit 20, the settlement agreement
6 that was signed at the mediation?

7 A. Yup, that's correct.

8 Q. And again, your lawyers were authorized to
9 agree to that language in the agreed order closing
10 receivership?

11 A. That's correct. We asked them to put that
12 in.

13 Q. What do you understand the word "moot" means?

14 A. That means there was never a legal -- I know
15 what "moot" means. They will never have legal final
16 decision.

17 Q. Do you know that the word "moot" means, in
18 essence, academic?

19 A. Yes, I do.

20 Q. Just quickly, if you could take a look at
21 maybe the last two, the two different forms of
22 agreed order of dismissal.

23 A. Right.

24 Q. One of them, the one-page document contains

27 (Pages 306 to 309)

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

-----)
DODORA UNIFIED COMMUNICATIONS,)
INC.,)
Plaintiff,)
v.) Civil Action No.
) 05-10016-NMG
)
DIRECT INFORMATION PVT.LTD.,)
LOGICBOXES, WEBHOSTING INFO,)
TRANSECUTE (I) PVT.LTD.,)
RESELLERS, INC., AND)
ANSWERABLE, INC., COLLECTIVELY)
d/b/a "DIRECTI.COM")
Defendants.)
-----)

ORAL DEPOSITION OF
MIKE BERNSTEIN
MAY 26, 2005

DUPLICATE
ORIGINAL

ORAL of MIKE BERNSTEIN, produced as a witness at
the instance of the Defendants, and duly sworn, was
taken in the above-styled and numbered cause on the
26th of May, 2005, from 4:17 p.m. to 5:35 p.m., before
Donna L. Collins, CSR in and for the State of Texas,
reported by machine shorthand, at the offices of The
Blenden Law Firm, 2217 Harwood Road, Hurst, Texas,
pursuant to the Federal Rules of Civil Procedure and
the provisions stated on the record.

1 through MB 0007. If you did not get those documents in
2 a Federal Express package, I'd like -- these are the
3 documents that you produced and, hopefully, you have a
4 copy of them.

04:28PM

5 A. What's the date on the letter?

6 Q. February 2, 2004, is the letter from you to
7 Dodora enclosing a copy of the order appointing you
8 corporate receiver.

04:29PM

9 MR. BLENDEN: I'm not seeing it in the
10 Federal Express package.

11 THE WITNESS: Here's what I faxed over.

12 A. Okay, February 2nd letter to Mr. Garraud and
13 Dodora?

14 Q. Correct.

15 A. Okay.

16 Q. That needs to be marked as the first exhibit.

17 (Exhibit 1 marked.)

18 MR. BLENDEN: Okay, it's been marked.

19 MR. HECKER: Okay.

04:30PM

20 Q. Mr. Bernstein, I'd like you to take a look at
21 what's been marked Exhibit 1, February 2, 2004, letter
22 from you to Dodora with an attached order.

23 A. Yes, sir.

04:30PM

24 Q. That is your signature on that letter, I take
25 it?

1 A. Yes.

2 Q. And this is a letter you sent to Mr.

3 Garraud -- that's G-A-R-R-A-U-D -- of Dodora?

4 A. Yes. The letter says Dodora Garraud. I

04:30PM

5 believe there was an initial -- a little bit of

6 confusion as to what the respondent's name was. So the

7 top of that letter is addressed to Dodora Garraud.

8 Q. But you understood Mr. Garraud was the
9 principal or president of Dodora; is that correct?

04:31PM

10 A. Correct. And he's named as the respondent in
11 the order appointing receiver.

12 Q. Okay. And in the order that you attached, the
13 order that the Texas court entered appointing you
14 receiver?

04:31PM

15 A. Yes.

16 Q. And is it the order which generally lays out
17 your authorization to act as a receiver?

18 A. That's correct.

19 Q. Were you, as you understood it, under this
20 order entitled to obtain or try to find and levy on
21 assets of Dodora?

04:31PM

22 A. Yes.

23 Q. Did you understand you had, under this order,
24 and the powers given you as the receiver the authority
25 to enter into agreements which would assist you in your

04:31PM

1 activities as a receiver?

2 A. That's correct. Under this order I get all of
3 the defendant's contract rights and all its rights to
4 all of its nonexempt assets. Being it's a corporation
04:32PM 5 it would have no nonexempt assets. So all its assets
6 would come into the receivership.

7 Q. Okay. So you understood under this order you
8 had the ability to, in essence, step into Dodora's
9 shoes with respect to contract rights Dodora actually
04:32PM 10 possessed; is that correct?

11 A. Yes. And rights to handle its property.

12 Q. Okay. And, in addition, did you understand
13 you had the authority to enter into agreements with
14 third parties that might be necessary to assist you in
04:32PM 15 collecting assets of Dodora to satisfy the judgment in
16 favor of Compana?

17 A. Yes, sir. Item 9 at the bottom of the second
18 page of the order gives the receiver the right, power,
19 and authority to hire any person or company necessary
04:32PM 20 to accomplish any right or power under this order.

21 Q. Okay. In January or February of 2004, I take
22 it you did make some attempt to attach a bank account
23 or bank accounts of Dodora, correct?

24 A. Yes. We served a levy on Citizens Bank in
04:33PM 25 Lynn, Massachusetts.

1 fine. We don't see anything here.

2 A. Just give me a second. I'm sorry to hold you
3 up.

4 Q. That's okay. We'll move on.

04:43PM 5 A. Hold on. I found it. I guess I did do it on
6 January 28th. I apologize.

7 Q. That's okay. No problem.

8 Did you subsequently request an order
9 from the court that more specifically addressed your
04:44PM 10 right to obtain Dodora's log-in credentials, in other
11 words, agreements with either ICANN or VeriSign?

12 A. Yes. We ended up getting an order -- a kind
13 of order to compel.

14 Q. And why was it that you found it necessary to
04:44PM 15 obtain that order from the Texas court?

16 A. I wasn't getting any real response from ICANN,
17 and I don't think VeriSign was going to do anything
18 without an order. Either way, it seemed like the thing
19 to do to get one. And then once we served that on
04:44PM 20 VeriSign, then they did turn over the log-in
21 credentials to me.

22 Q. Okay.

23 MR. HECKER: And if I could ask the court
24 reporter to please mark as the next exhibit, I believe
04:44PM 25 Number 2, one of the documents that Mr. Bernstein

1 produced. It's a March 19, 2004, letter from him to
2 VeriSign attaching a two-page order from the Texas
3 court.

4 (Exhibit 2 marked.)

04:45PM 5 A. Dusty, this is a four-page document, March
6 19th to VeriSign marked as Exhibit 2. VeriSign and
7 Chris Sheridan, two-page letter and a two-page order.

8 Q. That's correct.

9 And Exhibit 2 letter you sent to
04:46PM 10 VeriSign, Mr. Bernstein?

11 A. Yes.

12 Q. And it attaches an order from Judge Greenberg
13 dated March 19, 2004?

14 A. Yes.

04:46PM 15 Q. And is this the order that you referenced a
16 minute ago requiring VeriSign and ICANN to comply with
17 your request to turn over Dodora's log-in credentials?

18 A. Yes.

19 Q. And, in fact, you quote from that order in the
04:46PM 20 first page of that exhibit, don't you?

21 A. Yes.

22 Q. What happened with respect to Dodora's log-in
23 credentials after you sent this letter to VeriSign?

24 A. I didn't get the credentials right away.

04:46PM 25 There was some back and forth between me and VeriSign.

1 But eventually they changed Dodora's log-ins and gave
2 me new ones. And that had the effect of pretty much
3 bringing Dodora's Internet traffic to a stop.

4 Q. How did you know that?

04:47PM 5 A. Well, I knew that it would. And I imagine Ron
6 started calling me.

7 Q. Okay. Is this the case that you started
8 having some conversations with Mr. Garraud after you
9 succeeded in having VeriSign change the log-in
04:47PM 10 credentials such that Dodora could no longer log in to
11 the VeriSign system?

12 A. I think that's right.

13 Q. And did he describe to you at all the effects
14 that that was having or he expected would have on his
04:47PM 15 business?

16 A. Yes, but really that's not much different than
17 any creditor seizing the money of the bank or the
18 constable going out and grabbing the assets. It's
19 going to have an effect on the business, but that's
04:48PM 20 part of the nature of the beast.

21 Q. Right. Once you obtained control over
22 Dodora's log-in credentials to VeriSign, what did you
23 do to try to use that control to generate revenues to
24 satisfy the default judgment in favor of Compana?

04:48PM 25 A. We -- I had been negotiating with a company

1 Q. And did you understand that it was -- let me
2 back up for a second. Did you request that these
3 contracts be subject to court approval in any way?

4 A. Yes, I did.

05:03PM 5 Q. Why was that?

6 A. Well, two reasons. One, Directi was insisting
7 on a venue clause in India, and we tried to negotiate
8 that out but they wouldn't do it. And, two, as
9 knowledgeable as Directi sounded and they really did
05:04PM 10 impress me, but as knowledgeable as they sounded, you
11 know, to be truthful, I didn't know them. So I felt
12 like I needed to retain some sort of control should
13 something go wrong, should Directi not perform as
14 they're supposed to perform. So I made it subject to
05:04PM 15 the court's approval, meaning if I didn't like what was
16 going on after the fact, I could go back to the court,
17 ask for approval. And if the court didn't approve it,
18 then we'd be out of the contract.

19 Q. And, to your knowledge, that was acceptable to
05:04PM 20 Directi; is that correct?

21 A. Yes.

22 Q. Did you have any understanding, at the time
23 you entered into this agreement, that court approval
24 was necessary before the contract literally could come
05:04PM 25 into effect in any way?

1 A. No. That's not accurate. I had every right
2 to enter into the contracts. Just like a receiver has
3 the right to call up a locksmith and say, hey, come
4 lock the warehouse where the property is without having
05:05PM 5 to go to court first and saying do I have permission to
6 hire a locksmith. It's in the order. And I believe I
7 read that out earlier. I have the power to contract
8 with whoever I need to do whatever I need to do to do
9 my duties under the order.

05:05PM 10 Q. Did Directi begin performing services under
11 those agreements at some point after June 15, 2004?

12 A. Yes, they started doing the technical work on
13 their end. And it was a couple days before everything
14 was up and running, but yes.

05:05PM 15 Q. To your knowledge, did Directi undertake any
16 activities with respect to Dodora's domain name
17 business or batch pool connections before the contracts
18 were actually executed?

19 A. No. They wouldn't have been able to until I
05:05PM 20 sent them the passwords.

21 Q. And when was it that you sent them the
22 passwords?

23 A. It would have been shortly after the
24 agreements were signed.

05:06PM 25 Q. Did you, at any point, request or make a

1 motion to the court that informally approved the
2 contracts?

3 A. Yes, I think it was second half of the summer.

4 Q. And why was it that you decided to do that?

05:06PM 5 A. Ron -- I believe that Ron started complaining
6 that the contracts were not valid because of the
7 subject-to provisions. And so I felt like if he was
8 going to make an issue of it I'd go to the court and
9 get the contracts confirmed. There wasn't any problem
05:06PM 10 with it.

11 Q. Did the court actually decide that motion ever
12 on a substantive basis as you say?

13 A. No, it never came up.

14 Q. Backing up just a little bit, did you ever --
05:07PM 15 have you ever heard of a business called WLS Registry
16 or Registrar?

17 A. Yes. I believe that's another Dodora company
18 or another of Ron Garraud's companies.

19 Q. Did a company ever -- did you ever do anything
05:07PM 20 with respect to that company in connection with the
21 receivership?

22 A. Ron had mentioned that that company -- that
23 the website to that company was being controlled by
24 Directi, and I communicated with Directi and told them
05:07PM 25 that -- you know, that that wasn't part of the

1 A. Yes.

2 Q. And Exhibit 19, the copy I have is not
3 executed, but it is a fully typewritten document with
4 no handwriting on it; is that correct?

05:16PM 5 A. Yes.

6 Q. And is it your best belief that Exhibit 19 was
7 eventually signed by Dodora, Compana, and yourself?

8 A. Yes.

9 Q. Now, as a result of the settlement, was the
05:17PM 10 receivership closed up and the case terminated?

11 A. Yes.

12 Q. Were there documents that had to be prepared
13 to be filed in court to accomplish that?

14 A. There was an order discharging -- an agreed
05:17PM 15 order closing receivership. There was an agreed order
16 of dismissal and I believe a release of judgment lien.

17 Q. Okay. If you could take a look at, I guess,
18 four different documents that were marked in Mr.
19 Garraud's deposition as Exhibits 21, 22, 23, and 24 and
05:17PM 20 tell me when you have those in front of you?

21 A. Yes.

22 Q. Well, first of all, can you identify these as
23 documents which were prepared in connection with the
24 dismissal of the case or cases involving the
05:17PM 25 receivership in Texas?

1 A. Before we do that, it looks like 22 and 24 may
2 be the same thing.

3 Q. No, I actually had that question.

4 A. 22 looks like it has the signature pages, the
05:18PM 5 agreed signature pages on it. And 24 looks like it's
6 simply the page with the judge's signature.

7 Q. There's a different case number between 22 and
8 24; is that correct?

9 A. Oh, yes, that's correct.

05:18PM 10 Q. And is it -- wasn't it the case that Dodora
11 commenced a related litigation in the Texas courts in
12 an effort to overturn the default judgment at some
13 point?

14 A. That is correct.

05:18PM 15 Q. Okay. Then with that sort of caveat, do you
16 recognize these documents which were filed in
17 connection with the dismissal of the two cases that
18 deal with the Compana and Dodora litigation in Texas?

19 A. Yes.

05:19PM 20 Q. Were these documents that, to your
21 understanding, were circulated among the lawyers for
22 Compana and Dodora as well as you?

23 A. Yes.

24 Q. And if you could take a look at Exhibit 21.
05:19PM 25 And it says Agreed Order Closing Receivership. Do you

1 see that?

2 A. Yes.

3 Q. To your knowledge, is this a document that
4 Dodora's lawyers assisted in drafting and signed off
05:19PM 5 on?

6 A. Yes.

7 Q. In fact, is there a signature for a Randal
8 Shaffer attorney for Dodora Unified Communications on
9 Exhibit 21?

05:19PM 10 A. Yes.

11 Q. Did you understand Mr. Shaffer to be the
12 attorney for Dodora?

13 A. Yes.

14 Q. And as far as you know this document -- this
05:19PM 15 Agreed Order Enclosing Receivership was, in fact, filed
16 in the Texas courts?

17 A. Yes.

18 Q. And do you recognize the signature of the
19 judge presiding in the case?

05:20PM 20 A. That looks like his stamp.

21 Q. And what is his name?

22 A. Mark Greenberg.

23 Q. Okay. I'd just quickly go over -- I'd like to
24 quickly go over a couple of points in this order. I'd
05:20PM 25 like to read the first paragraph, and just tell me

1 please if I've read it correctly. "It is ordered that
2 this receivership be and the same hereby is terminated;
3 and that the receiver be, and he is released and
4 discharged from all obligations under his bond and
05:20PM 5 under this receivership." Did I read that correctly?

6 A. Yes, sir.

7 Q. So is it fair to say that this is, you know, a
8 reflection that the case in Texas is over and your
9 duties as receiver were officially discharged?

05:20PM 10 A. Correct.

11 Q. Okay. The next portion of this order
12 reads "Ordered that the Receiver's Motion to Approve
13 Contracts is hereby denied as moot." Did I read that
14 correctly?

05:20PM 15 A. Yes.

16 Q. What did you understand the words "denied as
17 moot" to mean?

18 A. It means there was no sense -- there was no
19 reason for the judge to hear it. It didn't need to be
05:21PM 20 heard.

21 Q. Why was it that it did not need to be heard?

22 A. Because we had a settlement.

23 Q. Okay. And, as a result, there was no
24 particular reason for the court to have to decide one
05:21PM 25 way or the other whether the contract should be

1 approved; is that correct?

2 A. Right. I had filed the motion. So the motion
3 was what we call a live pleading. It was there in the
4 court waiting to be dealt with. And so we had to deal
05:21PM 5 with it and it didn't need to be dealt with anymore.

6 Q. The next sentence says "Ordered that all" --
7 I'm sorry -- "Ordered that all actions taken by the
8 receiver during the pendency of the receivership are
9 approved in all respects." Do you see that?

05:21PM 10 A. Yes.

11 Q. Did you consider your entering into the
12 agreements with Directi to be actions that you had
13 taken during the pendency of the receivership?

14 A. Certainly.

05:22PM 15 Q. And this is language that Dodora's lawyers
16 agreed to, correct?

17 A. Yes.

18 Q. And the date of this order is December 13; is
19 that correct?

05:22PM 20 A. 2004.

21 Q. Had you informed Mr. Turakhia before December
22 13 that a settlement either was in the works or had
23 occurred?

24 A. As soon as we had the settlement, I sent him
05:22PM 25 an e-mail, I believe. And I think that I had let him

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

4/29

DODORA UNIFIED COMMUNICATIONS,
INC.,

Plaintiff,

v.

DIRECT INFORMATION PVT. LTD.,
LOGICBOXES, WEBHOSTING. INFO.,
TRANSECUTE (I) PVT. LTD.,
RESELLERSRS, INC., AND
ANSWERABLE, INC., COLLECTIVELY
d/b/a "DIRECTI.COM"

Defendants.

Civil Action No.
05-10016-NMG

REQUEST FOR ADMISSIONS

Pursuant to Fed. R. Civ. Pro. 36, the defendant, Direct Information Pvt. Ltd. ("Directi"), requests that the plaintiff, Dodora Unified Communications, Inc. ("Dodora"), admit the truth of the following matters within thirty days (30) of service of these requests.

DEFINITIONS

The following definitions apply to these requests for admissions.

1. The term "communication" means the transmittal of information (in the form of facts, ideas, inquiries, or otherwise).
2. The terms "plaintiff" and "defendant" as well as a party's full or abbreviated name or a pronoun referring to a party mean the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries, or affiliates. This definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.
3. The term "person" is defined as any natural person or any business, legal, or governmental entity or association.

Exh. 3

4. The term "Dodora" shall mean the plaintiff, Dodora Unified Communications, Inc., and any division, unit, subsidiary, affiliate or parent corporation thereof or predecessor or successor thereto, and all of its employees, representatives and agents.

5. The term "Directi" shall refer to the defendant, Direct Information PVT., Ltd., and any division, unit, subsidiary, affiliate or parent corporation thereof or predecessor or successor thereto, and all of its employees, representatives and agents.

REQUESTS

Request to Admit No. 1

Prior to March 2003, Dodora had a business relationship with Compana, LLC.

Request to Admit No. 2

In March 2003, Compana commenced a lawsuit in the Texas state courts against Dodora. A true and correct copy of the complaint and the docket sheet in the Compana case are attached hereto.

Request to Admit No. 3

Dodora's business address, as of March 2003, was the home of Mr. Ron Garraud. Compana delivered a copy of the summonses and complaint to an individual at Mr. Garraud's home. That happened before June 4, 2003.

Request to Admit No. 4

Dodora did not take any action in the Texas court concerning the litigation until some point in January 2004.

Request to Admit No. 5

The Texas court appointed Michael Bernstein as a receiver for Compana in January 2004. Dodora, through Mr. Garraud, was aware of his appointment shortly after it occurred.

Request to Admit No. 6

Dodora, through Mr. Garraud, understood that the receiver had been appointed to attempt to find assets to use to satisfy the \$100,000 default judgment that had been entered against Dodora. The receiver, by early June 2004, had changed Dodora's log-in credentials with VeriSign and other top level domain registries. Mr. Bernstein's actions deprived Dodora of the ability to manage its domain name registrar business.

Request to Admit No. 7

Dodora attempted to stop the receiver's actions through a temporary restraining order action filed in the Texas state courts in early June 2004. The Texas court denied Dodora's request for a temporary restraining order on June 4, 2004.

Request to Admit No. 8

Mr. Bernstein entered into two agreements with Directi on June 15, 2004. Directi managed Dodora's domain name registration business from shortly after entering into the agreements with Mr. Bernstein to early December 2004, when Dodora, Compana and Mr. Bernstein reached a settlement.

Request to Admit No. 9

Acting on behalf of and under contract to Mr. Bernstein, Directi arranged with Pool.com to monetize Dodora's batch pool connections.

Request to Admit No. 10

Dodora and Directi are "registrars" of domain names. Every registrar registers domain names by connecting to a "registry" for different "top level domains," or "TLDs."

Request to Admit No. 11

The TLDs are required to report, to the Internet Corporation for Assigned Names ("ICANN"), on a periodic basis, the number of domain names that are registered through each accredited registrar. ICANN publishes reports, available on its website, showing the sum total of domain names under management of a registrar for particular periods. Registrars such as Dodora are required to provide information about the number of domain names registered through them in such a way that ICANN can assemble the information about total domain name registrations.

Request to Admit No. 12

According to the information available publicly from ICANN, in or about June 2004, Dodora had no more than about 18,000 domain names under management. According to publicly available information from ICANN, as of June 2004, Dodora did not have as many as 60,000 domain names under management.

Request to Admit No. 13

Between June 15, 2004 and December 13, 2004, Directi never had information about or access to more than approximately 18,250 domain names registered to Dodora. In December 2004, Dodora reacquired all contacts with the customers for and management over 11,746 of those

domain names. Directi subsequently transmitted to Dodora information about all other domain names managed by Directi under contract with Mr. Bernstein from about June 15, 2004 to early December 2004.

Request to Admit No. 14

Customers for about 1850 domain names managed by Directi pursuant to Directi's agreements with Mr. Bernstein allowed their domain names to expire. Customers for approximately 2906 domain names managed by Directi pursuant to its agreements with Mr. Bernstein transferred their names to registrars other than Directi. If a customer chooses to take its business elsewhere at any time, a registrar is prevented from blocking them from doing so.

Request to Admit No. 15

Customers for no more than about 1786 domain names registered through Dodora transferred their domain name registrations to Directi during the period June 15, 2004 through mid December 2004.

Request to Admit No. 16

Dodora charged its customers about \$6.69 per domain name per year. Of that amount, Dodora was required to pay to VeriSign a fee of \$6.00 per domain name. Dodora also was required to pay to ICANN a fee of \$.25 per domain name per year. Dodora's gross profit, per domain name registered through it, was about \$.45 per domain name per year.

Request to Admit No. 17

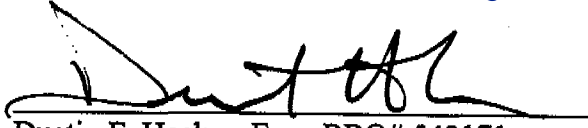
For the period between June 15, 2004 and December 1, 2004, Pool.com transferred \$4,924.03 to Mr. Bernstein and \$43,517.33 to Directi with respect to the Dodora batch pool connections. Directi received, in or about January 2005, an additional \$3,115.64 from Pool.com. Pool.com's payments during the period from June 15, 2004 to early December 2004, with respect to the Dodora batch pool connections, totaled \$51,557.00. Of this amount, Directi retained \$12,130.25, after a payment of \$2,566.42 it made to Dodora in or about January 2005 after receipt of a payment from Pool.com in January, 2005.

Request to Admit No. 18

Mr. Bernstein, the receiver in Texas, or VeriSign, received the balance of the money paid by Pool.com with respect to the Dodora batch pool connections.

DIRECT INFORMATION PVT. LTD.,

By its attorneys,



Dustin F. Hecker, Esq., BBO# 549171
Nancy J. Puleo, Esq., BBO 648457
POSTERNAK BLANKSTEIN & LUND LLP
The Prudential Tower
800 Boylston Street
Boston, MA 02199
(617-973-6100)

Dated: April 25, 2005

CERTIFICATE OF SERVICE

I, Dustin F. Hecker, hereby certify that on this 25 day of April, 2005, I caused a copy of the foregoing to be served by ~~mail~~ ^{hand} to: David Baker, Esq., 105 Union Wharf, Boston, Massachusetts 02109.



Dustin F. Hecker

CAUSE NO. 03-31820 E

2003 MAR 21 AM 9:17
 IN THE COUNTY COURT
 CYNTHIA FIGUEROA CAMERON
 COUNTY CLERK
 DALLAS COUNTY

COMPANA, L.L.C.,

Plaintiff,

v.

DODORA UNIFIED
COMMUNICATIONS, INC.,

Defendant.

AT LAW NO. 5

DALLAS COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

COMES NOW Compana, L.L.C., Plaintiff, and files this *Original Petition* complaining of Dodora Unified Communications, Inc., Defendant, and in support hereof would respectfully show the Court:

I

DISCOVERY CONTROL PLAN

1. Discovery is to be conducted under Level II of TEX. R. CIV. P. 190.

II

PARTIES

2. Plaintiff is a Nevada limited liability company.
3. Defendant is a foreign corporation doing business in Texas and does not maintain a place of regular business in this State. Further, Defendant does not maintain an agent for service of process in this State. Service may be had upon Defendant by serving the Texas Secretary of State pursuant to TEX. CIV. PRAC. & REM. CODE § 17.044.

III.

JURISDICTION AND VENUE

4. This court has subject matter jurisdiction over this cause because the amount in controversy in this case exceeds the minimum jurisdictional limits of this court. Venue is proper in Dallas County pursuant to TEX. CIV. PRAC. & REM. CODE §15.0002, and pursuant to the terms of the contract.

IV.

FACTUAL BACKGROUND

5. Plaintiff is in the business of utilizing proprietary software developed for registering internet domain names immediately upon their expiration of registration and re-release into a pool of general availability. The names registered are known as "newly deleted domain names". Defendant is an ICANN accredited registrar, meaning it has the right to acquire top level domain names (.com, .net, and .org) and resell them to the general public.
6. On November 12, 2002, Plaintiff and Defendant entered into a domain name registration agreement for newly deleted domain names. The agreement set forth the following points:
 - a. Defendant agreed to provide Plaintiff access to its network to install Plaintiff's software and submit domain lists;
 - b. The agreement specifically prohibited Defendant from inhibiting Plaintiff's access to execute Plaintiff's software, upload domain lists, and update "whois" information;
 - c. The agreement specifically prohibited Defendant from letting a third party use programming or scripted means to register newly deleted domain names;
 - d. All software and scripts of Plaintiff remained the exclusive property of Plaintiff and were designated as Plaintiff's proprietary information; and

- c. Plaintiff agreed to deposit funds with Defendant from which \$35 was to be deducted for each name registered with Defendant.
7. Immediately following the execution of the agreement Plaintiff deposited sufficient funds for Defendant to commence performance. Immediately upon acquiring Plaintiff's software, Defendant knowingly and willfully cut off all access of Plaintiff to Defendant's system. Shortly thereafter, Defendant repudiated its agreement with Plaintiff in conscious disregard of Plaintiff's rights under the agreement. Although demand for performance has been made, Defendant failed and refused to perform or otherwise abide by the contract. As a result, Plaintiff has been damaged.

V.

BREACH OF WARRANTY

8. Plaintiff incorporates the preceding paragraphs by reference herein.
9. The language set forth in the agreement, as well as the actions of Plaintiff surrounding the creation of the agreement, create an express warranty that Defendant would allow Plaintiff to run its software, and would refrain from registering newly deleted domain names during the term of its agreement. Plaintiff requests the court assess damages in an amount to be determined by the trier of fact.

VI.

DECEPTIVE TRADE PRACTICES

10. Plaintiff incorporates the preceding paragraphs by reference herein.
11. Plaintiff was a consumer looking to purchase goods and services from Defendants. Defendant took advantage of Plaintiff in an unconscionable manner. Defendant has knowingly committed

actionable conduct under the DTPA, in violation of Plaintiff's rights, and Plaintiff seeks treble damages as provided by the Deceptive Trade Practices Act.

VII.

CONVERSION

12. Plaintiff incorporates the preceding paragraphs by reference herein.
13. Defendant has wrongfully exercised dominion and control over Plaintiff's software, which was contractually stipulated as proprietary intellectual property, in a manner inconsistent with Plaintiff's rights. Plaintiff has incurred damages resulting from Defendant's conversion, for which it seeks judgment in an amount to be determined by the trier of fact at trial.

VIII.

INJUNCTIVE RELIEF

14. Plaintiff incorporates the preceding paragraphs by reference.
15. Plaintiff is the owner of property or rights and business interests threatened with irreparable injury by the conduct of Defendant. Plaintiff's inability to newly deleted domain names, and the utilization of his software by competitors, will manifestly impact the market share in this emerging market with considerable revenue potential in the upcoming years. The injuries and losses are continuing and Plaintiff has no adequate remedy at law for the injuries just described.
16. In order to preserve the status quo and the property and rights of Plaintiff during the pendency of this action, Defendant should be cited to appear and show cause why it should not be temporarily enjoined, during the pendency of this action, from registering, or allowing to be registered, newly deleted domain names.

17. Jeff Baron's affidavit that proves the allegations in the application for injunctive relief are attached as Exhibit A and incorporated by reference herein.

IX.

SPECIFIC PERFORMANCE

18. Plaintiff incorporates the preceding paragraphs by reference.
19. Monetary damages for the violation of plaintiff's rights under the contract would be an inadequate remedy because of the nature of this recently emerging commercial enterprise. The only adequate remedy for the violation of the Plaintiff's rights would be to compel Defendant to specifically perform the agreement between it and Plaintiff. Plaintiff has performed all terms, covenants, and conditions under the contract so far as the conduct of Defendant has permitted. Plaintiff has always been, and now is, ready, willing, and able to commence registration of newly deleted domain names utilizing its software, and following the sixth registration, to prepay for estimated registrations to take place in the upcoming month, and plaintiff hereby offers to comply with and perform every requirement imposed on her by the agreement.
20. Plaintiff requests the court order Defendant to specifically perform its obligations as set forth in the agreement made the basis of this suit.

X.

BREACH OF CONTRACT

21. Plaintiff incorporates the preceding paragraphs by reference herein.
22. In the alternative, if such be necessary, Plaintiff pleads paragraph 11 of the contract, wherein Plaintiff is entitled to recover \$100,000.00 as liquidated damages.
23. Defendant has failed and refused to provide Plaintiff access to their software. Defendant

has inhibited Plaintiff's ability to execute their software. Defendant has allowed third parties to use programming and scripted means to register newly deleted domain names. Defendant has begun registering newly deleted domain names. All of these acts and omissions violate their contractual obligations, and each constitute a material breach. The harm caused by Defendant's breach of the agreement as described herein was difficult if not impossible, at the time the contract was executed to ascertain or estimate. Businesses devoted to the internet exist in an ever changing and dynamic environment in which success is made or lost on inspiration and timing. As a result, the liquidated damages provision was agreed to to bring certainty to this issue. Defendant has failed or refused to perform its obligations and at a minimum Plaintiff is entitled to attorney's fees, expenses, court costs, and \$100,000.00 in liquidated damages. invested

XI.

DECLARATORY JUDGMENT

24. Plaintiff incorporates the preceding paragraphs by reference.
25. There exist uncertainty and insecurity with respect to rights, status, and other legal relations. Plaintiff is equitably entitled to a speedy and effective method to determine the rights of parties in this controversy. The Declaratory Judgments Act provides that a party interested under a written contract may have the court determine any question of construction or validity arising under the instrument and obtain a declaration of rights, status, or other legal relations under it.
26. Plaintiff petitions the Court pursuant to the Declaratory Judgments Act, Chapter 37 of the Texas Civil Practice and Remedies Code, for construction of the contract made the basis

of this suit and a declaration Defendant it is sufficiently ambiguous as to be unenforceable and it is within the courts discretion to do so.

XII.

ATTORNEY'S FEES

27. Plaintiff incorporates the preceding paragraphs by reference herein.
28. Plaintiff has retained the firm of Jackson & Collins to represent it in this action and has agreed to pay the firm reasonable and necessary attorney's fees. Recovery of attorney's fees is provided for under the contract made the basis of this suit, as well as under the Deceptive Trade Practices Act and Declaratory Judgments Act.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that Defendant be cited to appear and answer and that, upon final trial of this case, Plaintiff recover from Defendant:

- A. Judgment for trebled damages resulting from Defendant's breach of warranty, unconscionable action, and conversion;
- B. An order enjoining and restraining Defendant during the pendency of this action from registering any newly deleted domain names, as well as selling, transferring, or disposing of Plaintiff's proprietary software or trade secrets;
- C. An order requiring Defendant to specifically perform its contractual obligations to Plaintiff;
- D. Liquidated damages in the amount of \$100,000.00;
- E. A clarification of the contract made the basis of this suit be issued as a declaratory judgment;
- F. Attorney's fees, expenses, and court costs;
- G. Pre and post judgment interest at the highest rates allowed by law; and

H. Such other and further relief, at law or in equity, to which Plaintiff may be justly entitled.

Respectfully submitted,

BY: 

Thomas P. Jackson
State Bar No. 10496600
Robert J Collins
State Bar No. 04618050
JACKSON & COLLINS
12655 North Central, Suite 812
Dallas, TX 75206
(972) 387 0007 (phone)
(972) 387 8707 (fax)

ATTORNEYS FOR PLAINTIFF

DATE

ORDERS

6/10/03 Default Judgment
(info copies 6/10/03)

103-0278-0279

NOTICE OF DEFAULT JUDGMENT MAILED

1/9/04 - in re receiver of estate Grantor

106,0316-0319

3/19/04 in re require parties

6/4/04 to cooperate w/ receiver
TRD denied

107/1142-1143

9-15-04 Order Granting motion to
Withdraw By Defendant's Counsel

10/22/04 bill review - no service on S, leaving
did not go forward

110,1250

10/26/04 - Mr. Blenden agrees to appear
for company - ~~10/26/04~~ - \$8000 approved
for receiver - preliminary hearing
on bill of review set for 12/3/04 &
trial on merits for 12/13/04

10/29/04 Mediation Order 111,759

10/29/04 Order Approving 2nd Amended
Receiver's 1st Interim Application
for Authority to disburse funds
and approval of Receiver's fees

111,760-761

2/13/04 Agreed Order of Dismissal

112,241-242

12/13/04 Agreed Order Closing
Receivership

112,240

John Michael Am...

JUDGE'S DOCKET,

COUNTY COURT AT LAW NO 5

on: TR0

Filing: 03-21-03

No. 03-03182-E

COMPANA LLC PARTIES

MARK BLENDER

ATTORNEYS

JACKSON THOMAS P

LAW OFFICE OF THOMAS P. JACKSON

12655 NORTH CENTRAL EXPY #812

DALLAS

TX 75243

872 387 0007 10496600

HURRY FREE PAID

VS.
DODORA UNFIED COMMUNICATI

Randal C. Shaffer 18085800

5/28/03 Certificate of Last Known Address
6/4/03 Affidavit of Thomas P. Jackson

1/9/04 Motion for Receivership-Ex parte

1/13/04 Oath of receiver

3/3/04 Receiver's Motion to Require Parties
to Comply with Receivership Order8-26-04 Receiver's 1st Interim
Application for Authority to disburse
Funds and Approval of Receiver's9-9-04 motion to withdraw
by Defendant's Counsel10/20/04 2nd amended Receiver
1st interim application for au
thorization to disburse funds
and approval of Receiver's
Order

SETTINGS

Michael S. Bernstein

Attorney and Counselor at Law, Receiver

1301 Northwest Highway Suite 204 Garland Texas 75041-5896 • (972) 271-2700 Office • (972) 271-1818 Fax

February 2, 2004

Dodora Garraud
Dodora Unified Communications, Inc.
14 Nicholson St.
Lynn MA 01905

RE: Receivership in Cause No. CC-03-3182-E in County Court at Law Number Five, Dallas County; *Compana, LLC v. Dodora Unified Communications*

My File No. 2148b

Dear Mr. Garraud and Dodora Unified Communications, Inc.:

I have been appointed as receiver in the above case. Please be aware that all property of the defendant corporation, including money in the bank accounts, is property of the receivership and under the supervision and jurisdiction of the Court. A copy of the receivership order is enclosed. Please read it carefully and comply in all respects.

Please contact me immediately at 972 / 271-2700 to arrange a meeting.

Please do not ignore this letter and order, but discuss with your attorney the consequences for failure to comply.

Please respond promptly.

Very truly yours,

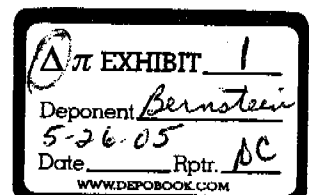


Mike Bernstein, Receiver

enclosure: Order

c: Mark P. Blenden, Esq., via fax to 817 / 267-1992 (w/o attachment); your file No. 23028 *PH*

Exh. 4



P31

Cause No. CC-03-3182-E

COMPANA, LLC

VS.

DODORA UNIFIED COMMUNICATIONS

IN THE COUNTY COURT

AT LAW NUMBER FIVE OF

DALLAS COUNTY, TEXAS

ORDER APPOINTING RECEIVER, CORPORATE DEFENDANT

CAME ON to be heard the Application for Turnover After Judgment of COMPANA, LLC, (herein "applicant"); whereupon, the Court, after a review of the papers herein on file, became of the opinion that a Receiver should be appointed to take possession of and sell the assets of DODORA UNIFIED COMMUNICATIONS, (herein "defendant"). Respondent refers to Dodora Garraud, an officer of DODORA UNIFIED COMMUNICATIONS.

IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED by this Court that Michael Bernstein, whose address is 1215 Executive Drive West, #109, Richardson, TX 75081 (telephone: [972] 238-0777; fax [972] 238-1981), be, and he is hereby appointed Receiver in this case pursuant to the Texas Turnover Statute with the power and authority to take possession of all non-exempt property, real and personal, of Defendant, including, but not limited to: (1) all documents or records, including financial records, related to such property that is in the actual or constructive possession or control of the Defendant; (2) all financial accounts (bank accounts), certificates of deposit, money-market accounts, accounts held by any third party; (3) all securities; (4) all real property, equipment, vehicles, boats, and planes; (5) all safety deposit boxes or vaults; (6) all cash; (7) all negotiable instruments, including promissory notes, drafts, and checks; (8) causes of action or choses of action; (9) contract rights, whether present or future; and (10) accounts receivable; and that all such property shall be held in custodia legis of said receiver as of the date of this Order.

Respondent is hereby **ORDERED** to immediately turnover to the Receiver within five (5) days from Respondent's receipt of a copy of this Order the documents contained on **Exhibit "A"** attached hereto, together with all documents and financial records which may be requested by the Receiver.

106 0316



TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

2217 H
od Road · Bedford, Texas · 76021-3607
www.blende
firm.com
Toll Free (888) 799-3000 · FAX (888) 799-3000

PAGE 2

Respondent is hereby **ORDERED** to turnover to the above-named Receiver at the address stated above, within five (5) days of Respondent's receipt of a copy of this Order, all checks, cash, securities (stocks and bonds), promissory notes, documents of title, and contracts owned by or in the name of Defendant.

Respondent is hereby **ORDERED** to continue (until the Judgment in this cause is fully paid) to turnover to the Receiver at the Receiver's address all checks, cash, securities, promissory notes, documents of title, and contracts within three (3) days from Defendant's receipt and possession of such property, if, as and when Defendant becomes in receipt and possession of any such property.

The Receiver is hereby authorized to take all action necessary to gain access to all storage facilities, safety-deposit boxes, real property, and leased premises wherein any property of Defendant may be situated.

In addition to the powers of the Receiver set forth herein, the Receiver shall have the following rights, authority and powers with respect to the Defendant's property: (1) the right, authority, and power to collect all accounts receivable of Defendant; (2) the right, authority, and power to change locks to all premises at which any property is situated; (3) the right, authority, and power to open all mail directed to Defendant; (4) the right, authority, and power to endorse and cash all checks and negotiable instruments payable to Defendant; (5) the right, authority, and power to hire a real estate broker to sell any real property and mineral interest belonging to the Defendant; (6) the right, power and authority to hire any person or company to move and store the property of Defendant; (7) the right, authority, and power (but not the obligation) to insure any property belonging to the Defendant; (8) the right, power, and authority to obtain from any financial institution, bank, credit union, or savings and loan any financial records belonging to or pertaining to the Defendant; and (9) the right, power, and authority to hire any person or company necessary to accomplish any right or power under this Order.

or



106 0317
TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

W. K. A. Lucien - David W. Roth
Metro (817) 318-7000 - FAX (817) 24
Toll Free (888) 799-3000 - FAX (888) 799-4000

E-mail: mark@t
www.blend
enlawfirm.com
firm.com

P. O. B 0326 - Dallas, Texas 75356-0326
2217 H. od Road - Bedford, Texas - 76021-3607

PAGE 3

Any Sheriff or Constable, and their deputies, are hereby directed and ordered to assist the Receiver in carrying out his duties and exercising his powers hereunder and prevent any person from interfering with the Receiver in taking control and possession of the property of Defendant. The Receiver is authorized to direct any Constable or Sheriff to seize and sell property under a Writ of Execution.

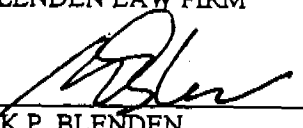
It is further, **ORDERED** that Respondent shall fully answer, within 30 days, post judgment interrogatories previously served and that Applicant have and recover of and against Defendant, Judgment in the additional sum of \$750 as additional attorney fees for the presentation of this motion.

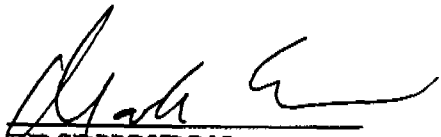
The Receiver is ordered to post bond in the amount of \$100 payable to this Court and conditioned upon his faithful discharge of his duties in accordance with this Order. The Receiver's fee is taxed as costs against the Defendant. The Receiver is further ordered to take the oath of his office.

It is further **ORDERED** that the Receiver shall make no distribution to the Plaintiff without motion, notice to Defendant, and order of the court, unless Defendant signs a Rule 11 Agreement specifically allowing such distribution. The Receiver is ordered to hold all assets and funds pending either the further order of the court, to be made only with prior notice to Defendant, or Rule 11 Agreement signed by Defendant.

SIGNED this 9th day of January, 2004.


APPROVED AS TO FORM:
THE BLENDEN LAW FIRM

BY: 
MARK P. BLENDEN
State Bar No. 02486300
PLAINTIFF'S ATTORNEY


JUDGE PRESIDING

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument was forwarded by certified mail to respondent on January 9, 2004.


MARK P. BLENDEN



TRUE AND CORRECT
COPY OF ORIGINAL

106 0318

**EXHIBIT A TO RECEIVERSHIP ORDER
DOCUMENTS TO BE TURNED OVER TO RECEIVER**

Any and all records, as hereinafter described, relative to the period of 1992 through and including the present, concerning affairs of defendant

1. canceled checks;
2. bank statements;
3. pass books;
4. all other bank account records;
5. federal income tax returns;
6. state franchise tax returns;
7. life insurance policies;
8. original and duplicate of all motor vehicle Certificates of Title;
9. stock certificates;
10. bonds;
11. stock broker confirmation slips of trades and monthly statements;
12. copies of all financial statements given to any bank or any other person, firm or corporation;
13. promissory notes;
14. bills of sale;
15. real property deeds and deeds of trust;
16. business journals, ledger accounts payable and receivable files;
17. pledges and security agreements and copies of financial statements;
18. copies of state sales tax reports;
19. stock record book and minutes of the corporation;
20. any other record or document evidencing any ownership to real or personal property or to any debt owed or money had;
21. all personal property returns filed with any taxing authority, including but not limited to the Dallas Central Appraisal District;
22. all documents listing or summarizing property owned by defendant.

ds
23028
m



106 0319
TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN DALLAS
COUNTY CLERK'S OFFICE

Michael S. Bernstein, P.C.

Attorney at Law, Receiver

1301 Northwest Highway Suite 204 Garland Texas 75041-5896 • (972) 271-2700 Office • (972) 271-1818 Fax

March 19, 2004

Verisign, Inc.
ATTN: Legal DEPARTMENT
21355 Ridgetop Circle
Dulles VA 20166

via fax to 703 / 450-7582
and via overnight delivery
faxing 10 pages, including this page.

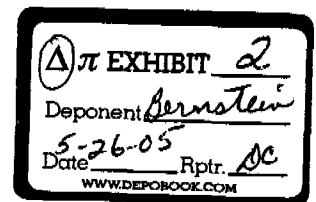
Chris Sheridan
Manager, Customer Support
Verisign
21355 Ridgetop Circle
Dulles VA 20166

via fax to 703 / 421-5828

RE: Registrar DODORA UNIFIED COMMUNICATIONS, INC.

Receivership in Cause No. CC-03-3182-E in County Court at Law Number Five, Dallas County; *Compana, LLC v. Dodora Unified Communications*

Our File No. 2148b



Dear Mr. Sheridan and Verisign, Inc.

I am the duly appointed, qualified and acting receiver for the assets and contract rights of Dodora Unified Communications, Inc., hereinafter referred to as "Dodora". A certified copy of the Order Appointing Receiver, Corporate Defendant was mailed to Verisign on January 28, 2004. Another copy is enclosed, via fax and overnight delivery.

As receiver, I hold and control all of Dodora's property and property rights, including their rights under contracts with Verisign and Dodora's log-in credentials. (See, generally, Order Appointing Receiver, Corporate Defendant, also page 1, item 9 of the Order.)

Therefore, as holder of Dodora's contract rights and other property rights, I hereby take possession and control of their rights, contracts and licenses with Verisign. Enclosed via fax and overnight delivery is a certified copy of the Court's Order Requiring Compliance With Receivership Order. The Order Requiring Compliance directs Verisign to recognize the receiver's signature as controlling authority:

"The court finds that Receiver Michael S. Bernstein is vested with possession and control of Dodora's log-in credentials under its Registry-Registrar Agreement with Verisign. VeriSign and ICANN are ordered to recognize Receiver's signature as controlling authority with regard to Dodora's Registry Registrar Agreement and Dodora's log-in credentials". (Order Requiring Compliance, page 2, top, emphasis added.)

Exh. 5


VeriSign Levy
March 19, 2004
Page 2.

Therefore, please IMMEDIATELY change Dodora's log in credentials and fax new log-in credentials to me at 972 / 271-1818 or via Email to msbpc@earthlink.net.

The receivership was effective as of the date of the Order Appointing Receiver, January 9, 2004. If Dodora has purported to transfer or assign its agreement with VeriSign to another entity, such a transfer is ineffective. Dodora would have had no power or authority to make such a transfer or assignment. If this has occurred, the new entity's log-in credentials should be changed immediately.

Please call me at your first opportunity to confirm the changed credentials and discuss any questions you may have.

Very truly yours,



Michael S. Bernstein, Receiver

P.S. Please note that the address and phone numbers listed for the receiver in the Order Appointing Receiver have changed. Please use the current contact information, as shown on this letter.)

c: The Blenden Law Firm, # 23028 (via fax, w/o attachments)

Cause No. CC-03-3182-E

COMPANA, LLC

VS.

DODORA UNIFIED COMMUNICATIONS

§ IN THE COUNTY COURT
 §
 § AT LAW NUMBER FIVE OF
 §
 § DALLAS COUNTY, T E X A S

ORDER REQUIRING COMPLIANCE WITH RECEIVERSHIP ORDER

The court has reviewed Receiver's Motion to Require Parties to Comply With Receivership Order. After reviewing the affidavit of Michael S. Bernstein, the file, and considering the argument of counsel, the court finds that the motion should be granted. It is therefore

ORDERED THAT Dodora Unified Communications (hereafter referred to as Dodora), the judgment debtor, direct all further communication with Internet Corporation for Assigned Names and Number (hereafter ICANN), and VeriSign, Inc. (hereafter VeriSign) through Receiver, Michael S. Bernstein, via email to msbpc@earthlink.net and faxed to 972-271-1818. It is further

ORDERED THAT Dodora comply, in all respects, with this court's Order Appointing Receiver of January 9, 2004. Dodora is prohibited from transferring assets, including contract rights, to third parties without written approval of Receiver Michael S. Bernstein.

The Receiver is authorized and directed to sell Dodora's property at a private sale, including without limitation, Dodora's ICANN Accreditation, its customer list and all rights pertaining thereto, and its log-in credentials with VeriSign and ICANN, subject to final approval of this court.

COPY

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 Toll Free (888) 799-3000 • FAX (888) 799-3000

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 od Road • Bedford, Texas • 76021-3607

The court finds that Receiver Michael S. Bernstein is vested with possession and control of Dodora's log-in credentials under its Registry-Registrar Agreement with VeriSign. VeriSign and ICANN are ordered to recognize Receiver's signature as controlling authority with regard to Dodora's Registry Registrar Agreement and Dodora's log-in credentials.

VeriSign and ICANN are directed to forward all future communication to Dodora through Receiver Michael S. Bernstein at 1301 Northwest Hwy., #204, Garland, TX 75041, telephone 972-271-2700, fax 972-271-1818, email msbpc@earthlink.net. ICANN and VeriSign are further ordered to provide Michael S. Bernstein with a copy of all written, faxed, and electronic communication with Dodora dated after January 1, 2003; and all contracts and changes to contracts between any party and Dodora, regardless of date. ICANN and VeriSign are directed to negotiate with Michael S. Bernstein, only, as a representative of Dodora.

IT IS SO ORDERED.

Signed March 19, 2004.

 RB

Judge Presiding